



United States Leasing Corporation
633 Battery Street
San Francisco, California 94111
(415) 445-7400

9-629A130

February 6, 1979

No.

Date

Fee

ICC Washington, D. C.

FEB 8 1979

\$10.00

8403-0

RECORDATION NO. 8403-0 Filed 1425

FEB 8 1979-2 05 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Schedule which is a supplement to a Lease dated as of April 16, 1976, which Lease was recorded under the provisions of such Section on July 7, 1976 and bears Recordation Number 8403.

A general description of the railroad equipment covered by the enclosed document is as follows:

Nine (9) 70 Ton Gondola Cars numbered:
WPSX 37820, 37821, 37822, 37823, 37824, 37825,
37826, 37827, 37828

The names and addresses of the parties to the enclosed document are:

Lessor: United States Leasing Corporation
633 Battery Street
San Francisco, California 94111

Lessee: Wheeling-Pittsburgh Steel Corporation
Four Gateway Center
P.O. Box 118
Pittsburgh, Pennsylvania 15230

The undersigned is an executive officer of the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

J. Kamm
Counterpart

RECORDED
INDEXED
FEB 8 1979

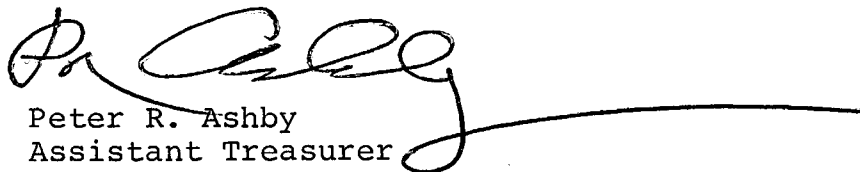
Secretary
Interstate Commerce Commission
February 6, 1979 - page 2

Please return the original of the enclosed Schedule to
Peter R. Ashby, United States Leasing Corporation, 633 Battery
Street, San Francisco, California 94111 or to the bearer
hereof.

Also enclosed is a remittance in the amount of \$10.00 covering
the required recording fee.

Very truly yours,

UNITED STATES LEASING CORPORATION



Peter R. Ashby
Assistant Treasurer

PRA:hh
enclosures

CONFORMED COPY
SCHEDULE

Schedule No. 16 - 014345

EQUIPMENT LEASED.

8403-12
Filed 1/25

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this the 18th day of January, 1979, before me, a Notary Public, the undersigned officer, personally appeared J. W. TESTA, who acknowledged himself to be the Treasurer of Wheeling-Pittsburgh Steel Corporation, a corporation, and that he as such Treasurer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Treasurer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL) NANCY J. REYNOLDS, Notary Public
P.O. Box 5, Allegheny County, Pa.
My Commission Expires Nov. 28, 1981

Nancy Reynolds
Notary Public

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS

On this 30th day of January, in the year 1979, before me, Walter J. Michael, Notary Public in and for said county, personally appeared P. R. Ashby and G. O. Duval, known to me to be the Assistant Treasurer & Vice Pres.

of the corporation which executed the within instrument, and known to me to be the person(s) who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

San Francisco, California

My commission expires:

December 6, 1979

Walter J. Michael
Notary Public
(Notarial Seal) OFFICIAL SEAL
WALTER J. MICHAEL
NOTARY PUBLIC - CALIFORNIA
County of San Francisco
My Commission Expires December 6, 1979

UNITED STATES LEASING CORPORATION

WHEELING-PITTSBURGH STEEL CORPORATION

By *[Signature]* Title ASST. TREASURER By *[Signature]* Title Treasurer J.W. Testa

By *[Signature]* Title Vice President Lessor By *[Signature]* Title Lessee

633 Battery Street, San Francisco, California 94111

P.O. Box 118 (Four Gateway Center)
Pittsburgh, Pennsylvania 15230

EXHIBIT "A" TO SCHEDULE NO. 16 - 014345

Lessee:

Wheeling-Pittsburgh Steel Corporation

(A) As set forth in the Lease and the Schedule Lessee shall have the right to renew the Lease as to all but not less than all of the Equipment then leased thereunder at the expiration of the original term or a renewal term, at a renewal rent equal to the "Fair Market Rental" (as defined hereinafter). The term of each renewal shall be for one (1) year from the date of expiration of the original term or a renewal term. Lessee shall give Lessor written notice ninety (90) days prior to the end of the original term or a renewal term, as appropriate, of its election to exercise the renewal option provided for in the Lease, the Schedule and this Exhibit. Payment of said Fair Market Rental shall be made annually in advance at the place of payment specified in Section 3 of the Lease.

(B) The "Fair Market Rental" shall be an amount mutually agreed upon by Lessor and Lessee; provided that if Lessor and Lessee are unable to agree upon the Fair Market Rental of any item of Equipment within thirty (30) days after receipt by Lessor of the notice of Lessee's election to exercise the renewal option, such Fair Market Rental shall be determined by an appraiser selected by mutual agreement of Lessor and Lessee. If Lessor and Lessee are not able to agree upon an appraiser, or if the Fair Market Rental is not so determined within sixty (60) days after receipt by Lessor of Lessee's election to renew, the same shall be determined by American Appraisal Company or any successor thereto. Any costs of such appraisal shall be borne by Lessee.

EQUIPMENT LEASED:

9 70 Ton Goldola Cars numbered:

WPSX 37820, 37821, 37822, 37823, 37824, 37825, 37826, 37827
WPSX 37828

Cost: \$43,650.00